

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made this 1 day of <sup>August</sup> May, 2003, by and between BROWNSTONE GAITHER ROAD, LLC ("Landlord") and MONTGOMERY COUNTY, MARYLAND, ("Tenant").

### WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease, with respect to approximately four thousand (4,000) square feet (the "Premises") of space in the building located at 9121 Gaither Road, Gaithersburg, Maryland (the "Building"); and

WHEREAS, the term of the Lease ("Lease Term") commenced October 1, 1998 and expires September 30, 2003; and

WHEREAS, the parties wish to amend the Lease to extend the term thereof, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1. Recitals. The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.
2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.
3. Extension of the Lease Term. The term of the Lease is hereby extended for sixteen (16) months, commencing October 1, 2003 and expiring January 31, 2005 (the "Extended Term"). The Extended Term shall be upon all the same terms and conditions as set forth in the Lease with respect to the initial Term thereof, except as modified herein.
4. Rent. Effective October 1, 2003, the following Fixed Minimum Rent amounts will be due and payable under the Lease for the Premises:

Period	Annual Rent	Monthly Rent
10/1/03 – 9/30/04	\$53,326.61	\$4,443.88
10/1/04 – 1/31/05	\$54,926.40	\$4,577.20

5. Brokers. Tenant represents and warrants to Landlord that Tenant has not dealt with any realtor, broker, agent or finder in connection with this Amendment other than McShea & Company, Inc. ("Landlord's Agent"). Tenant shall indemnify and hold Landlord harmless from and against any loss, claim, damage, expense or liability for any compensation, commission or charges claimed by any other realtor, broker agent or finder claiming to have dealt with Tenant in connection with this Amendment.

6. Reaffirmation of Terms. All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and, except as modified herein, shall remain in full force and effect.

7. Representations. Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid and binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day first written above.

WITNESS

Debbie Richards

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Scott W. Reilly  
SWT W. REILLY  
Date: AUGUST 1, 2003

WITNESS

[Signature]

LANDLORD:

BROWNSTONE GATHER ROAD, LLC

By: [Signature]  
Title: MEMBER  
Date: 7-17-03

APPROVED AS TO FORM &  
LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Gileen S. Brasman  
Date: 7/14/2003

RECOMMENDED

By: Jule Luby Curtis  
JL Curtis, Office of Real Estate  
Date: 7/14/03